

Tenants' Guide to Services and Fees



It is important that you read this guide carefully so as not to delay securing your chosen property. We aim to be as transparent as possible when disclosing our services, procedures and fees. Whilst every care is taken, changes such as seasonal promotions do occur so contact your local lettings branch directly for an accurate assessment of your rental needs.

Ashby Lowery operate a Client Money Protection Scheme provided by RICS and an independent redress scheme provided by The Property Ombudsman www.tpos.co.uk. Copies of the TPO Code of Practice plus our complaint handling procedure is available from any of our branches.

Please note the charges listed below are the MAXIMUM fees that will be applied depending on your circumstances and the number of tenants.

DESCRIPTION OF FEE	COST (INCLUSIVE OF VAT)	NET (EXCLUSIVE OF VAT)
TENANCY SET UP FEE (INITIAL MONIES)	The Initial Money will be detailed in the confirmation letter and must be paid by debit card, bankers draft or building society cheque. If you use a credit card there will be a 3% additional charge to cover the costs.	
First month's rent (in advance)		
Security Deposit (one and a half month's rent)	PLEASE NOTE WE DO NOT HAVE THE FACILITIES TO ACCEPT CASH.	
Referencing Fee (inc verification of details, credit check, employer, landlord and accountant reference If available)	(per tenant) £75.00	£62.50
Check-in Fee (checking into the property and reviewing inventory)	minimum of £72.00	£60.00
Tenancy Agreement (drafting and execution of document if supplied by us)	£300.00	£250.00
IF THERE ARE ANY GUARANTORS FOR THE TENANCY:		
Guarantor Referencing Fee (inc verification of details, credit check, employer and accountant reference If available)	(per guarantor) £100.00	£83.33
Deed of Guarantee Fee (drafting Deed, negotiating clauses and executing document)	£75.00	£62.50
AND, IF THE TENANT IS A COMPANY:		
Company Referencing Fee (inc verification of details, credit check and Companies House check)	£175.00	£145.83
OTHER CHARGES DURING YOUR TENANCY:		
Change of Sharer Fee (negotiating/drafting tenancy agreement for a change of tenant)	£300.00	£250.00
Extension Agreements Fee (negotiating and drafting extension to the fixed term)	£125.00	£104.17
Landlord Reference Fee (reference request from an alternative agent reference (managed properties only))	£24.00	£20.00
Arrears Fee (activation and costs of process to chase unpaid rent)	£30.00	£25.00
Damage Fee (checking replacement item with inventory and arranging for damage to be rectified on conclusion of tenancy)	£90.00	£75.00
Over Paid Rent Fee (conducting an audit of rent paid incl bank charge for refund)	£25.00	£20.83
OPTIONAL EXTRAS:		
Pet Licence Fee (negotiating and drafting an addendum for a pet)	£75.00	£62.50

WHEN DO YOU SIGN THE TENANCY AGREEMENT AND WHAT DO YOU PAY?

Once acceptable references have been received and approved, a date will be agreed for the commencement of your tenancy. It is essential that you sign the Tenancy Agreement and pay the Initial Money before this date.

TENANCY APPLICATION/REFERENCES

When a suitable property to rent has been found ALL persons aged eighteen or over will complete an Application Form and will be named in the Tenancy Agreement. We will take up references on behalf of our client, your landlord, which may include a bank reference for which your bank may charge a nominal fee, a credit reference, an employer's reference, an accountant's reference, and a previous landlord reference.

A payment to indicate your commitment is required when you submit your application and is held against expenses and fees incurred. If your application is successful this payment will be deducted from your Initial Money. The payment is non-refundable should your application be unsuccessful or withdrawn in certain circumstances, the details of which are set out in the confirmation letter. Please note that this payment in advance does not constitute a tenancy or offer of a tenancy but is proof of your serious intention to proceed.

Checks required in accordance with section 22 of the **Immigration Act 2014** will also be completed on all Tenants. For further details on the documents required, please ask your local branch.

TENANCY AGREEMENT

Before any tenancy begins you will sign a Tenancy Agreement setting out the landlord's and tenant's obligations. A charge of £300 is made for the preparation of the original Agreement and a further £125 for any extension Agreement(s) subsequently entered into. Once the Tenancy Agreement has been executed by you and the landlord it is binding. Should you change tenants at any point during the tenancy you must inform us and, subject to your landlord's agreement (which might include the need to take up new references) we will prepare new documents for signature. Our fee for this will be £300.

SECURITY DEPOSIT

Before your tenancy commences you will be required to pay a security deposit which will be a minimum of one and a half month's rent. This deposit is held by us as stakeholders or passed to your landlord.

The deposit is held against any damages or expenses arising during your tenancy and will not be released until after you vacate the property, all rent has been paid up to date and we have written confirmation of any costs for damages from both parties. No interest on the deposit is payable to you.

TENANCY DEPOSIT PROTECTION

When you pay a security deposit your landlord or agent must protect it using a Government authorised Tenancy Deposit Scheme in accordance with **S 212 -214 of the Housing Act 2004 (as amended)** and the **Housing (Tenancy Deposit (Prescribed Information)) Order 2007**. This is to ensure you get all or part of your deposit back when you are entitled to it and any disputes will be easier to resolve. Within 30 days of paying your deposit your landlord or agent is required to give you details about how your deposit is protected. This includes the contact details of the tenancy deposit scheme and what to do if there is a dispute at the end of the tenancy.

INVENTORY AND SCHEDULE OF CONDITION

An Inventory and Schedule of Condition of the property, its contents, furniture, fittings and effects will normally have been prepared. This will be checked and agreed with you at the commencement of your tenancy.

It is important that you take care in agreeing the Inventory and Schedule of Condition at this stage as it will form the basis of any claim for damages, by your landlord, at the end of the tenancy. At the end of tenancy the Inventory and Schedule of Condition will be checked again. In your own interests we strongly recommend that you are present at both the check-in and check-out appointments.

RENTAL PAYMENTS

All rent is payable in advance by standing order. Please note that all standing order payments should be made three days prior to your rent due date to allow for clearance. Should you experience any financial problems during the course of the tenancy it is essential that you contact us.

TENANT'S OBLIGATIONS

You should be aware that responsibility for the property rests with the tenant during any tenancy. It is particularly important that any gas or electrical problems are reported immediately and the property is fully secured when you leave it unattended at any time. During the winter months necessary steps must be taken to prevent the freezing of the water and heating systems. In leasehold properties, mainly flats and maisonettes, the tenant will be bound by the rules and regulations affecting all residents within the block, contained in the head lease.

THE AGENT'S OBLIGATIONS

Our obligations will vary depending on which of the following services we provide for your landlord:

- (i) **Tenant Introduction Only** (Your landlord will manage the property)
- (ii) **Rent Collection** (We let the property and accept the rent but do not manage repairs and maintenance)
- (iii) **Full Management** (We let and manage the property, collect rent and arrange repairs)

You will be advised which Service your landlord has subscribed to but should you need further details please contact your local branch.

GENERAL TENANCY CARE (CHECK YOUR TENANCY AGREEMENT FOR FULL DETAILS)

Gas Safety:- A Gas Safety Record must be given to you at the start of the tenancy in accordance with **The Gas Safety (Installation and Use) Regulations 1998**. An annual check will also be completed and you must allow access to the agent's or Landlord's registered Gas Safe contractor to complete this.

Carbon Monoxide & Smoke Alarms:- As of 1 October 2015 under **The Smoke and Carbon Monoxide Alarm (England) Regulations 2015** all properties must contain these alarms and they must be working at the commencement date of your tenancy. Smoke Alarms should be installed on each floor of living accommodation and Carbon Monoxide Alarms in every room with a solid fuel burning appliance. You will be required to test the alarms regularly and replace batteries as these are consumables.

Rubbish:- Please ensure that all rubbish is placed into the correct bins. Do not leave rubbish loose in bags outside for collection or stored in yards and gardens of your property. It may leak, attract vermin or otherwise constitute a health hazard.

Light Bulbs:- Light Bulbs are consumables and as such are a tenant's responsibility to replace during occupancy.

Condensation:- One of the most common problems is condensation which appears as mould to walls and ceilings where warm air meets a cold area and surfaces become moist. This can often be confused with damp. Good ventilation and circulation (ensure all extractor fans are working correctly), an even temperature which is not too high (18-21 degrees) will help avoid condensation. If moulds appear use a weak detergent solution and wipe off.

Anti Social Behaviour:- You must not do anything at the property which is a nuisance, annoyance or may reasonably be considered anti social behaviour.

Repair:- You must notify the landlord or agent as immediately practicable of any damage or disrepair especially if a hazard to health. The tenant is also responsible for keeping the interior and all fixtures and fittings in the same state of repair at the commencement of the tenancy.

Contact Details:- Please notify us if your contact details change.

MISC

Property Visits:- Properties may be subject to visits. The purpose of these is to check the condition of the property, its cleanliness, garden maintenance and the way in which the tenancy is being conducted generally. A mutually agreeable appointment will be made in advance with the tenant with at least 24 hours notice unless emergency repairs are required.

Pets:- Should you wish to keep one or more pets in the property we will negotiate this individually with your landlord, and include a specific clause in your Tenancy Agreement.

Council Tax & Utilities:- It is the tenant's responsibility to pay the Council Tax directly to the local authority and gas and electric unless specified in your agreement otherwise.

Insurance:- The tenant is responsible for insuring his / her own personal effects and furnishings. Should you require insurance, we can provide a competitive quotation.

Burglary:- You should not leave the property unoccupied for more than 14 days without advising your landlord or agent. When the property is left ensure all locks on doors and windows are secured and a burglar alarm engaged. Should the property be burgled during the tenancy you should contact the Police and your local branch immediately.

Tenant Notice:- Please ensure that any notice is sent promptly to the landlord or his agent in line with your Tenancy Agreement.

Landlord Notice:- Your landlord must give you two months notice to terminate the Tenancy Agreement in order to regain possession of the property which cannot expire during the fixed term. Should you allow your rental payments to fall into arrears, the landlord may serve notice under **section 8 of the Housing Act 1988**.

A DRAFT TENANCY AGREEMENT IS AVAILABLE IN ANY BRANCH FOR A PROSPECTIVE TENANT TO READ PRIOR TO THE COMMENCEMENT OF A TENANCY.

COUNTRYWIDE RESIDENTIAL LETTINGS WILL OPERATE IN ITS OWN NAME WHEN PROVIDING ADMINISTRATIVE SUPPORT.